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JAN 11 2018

DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

Received by [Signature] Receipt amt. \$ 225.00 Receipt no. C104524 Date 1.11.2018

I, ISLAND CAPITOL, L.L.C., hereby assign to OXARANGO RANCH, LLC of, PO BOX 55, EMMETT, IDAHO, 83617 (208) 431-0777

All my right, title, and interest in and to Permit No(s): 65-13977 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

N/A, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? [ ] Yes [x] No Place of use? [x] Yes [ ] No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use: POD ACCESS PERSUANT TO THAT CERTAIN AMENDED AND RESTATED WELL AGREEMENT DATED AUGUST 19, 2015, BY AND BETWEEN ISLAND CAPITOL, L.L.C. AND SULESVARI, INC. (See Attached)

Dated this 10th day of January, 2018.

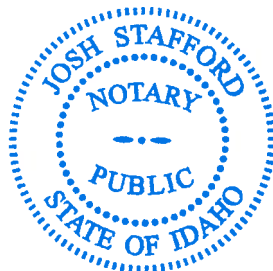
Island Capitol, LLC Permit holder Title (if applicable)

[Signature] Managing member Permit holder Title (if applicable)

State of Idaho ) County of ADA )ss

On this 10th day of January, 2018, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



[Signature] Notary Public My commission expires:

Josh Stafford Commission Expires 6-15-2023 Residing Boise, ID

## AMENDED AND RESTATED WELL AGREEMENT

THIS AMENDED AND RESTATED WELL AGREEMENT ("Agreement") is entered into effective this ~~19~~ day of August, 2015 by and between ISLAND CAPITOL, L.L.C., an Idaho limited liability company ("Island Capitol") and SULESVARI, INC., an Idaho corporation ("Sulesvari").

### RECITALS

- A. Sulesvari owns that certain parcel of real property located in Valley County, Idaho, as more particularly described on *Exhibit A* (the "Sulesvari Property").
- B. Island Capitol owns that certain parcel of real property adjacent to the Sulesvari Property, as more particularly described on *Exhibit B* (the "Island Capitol Property").
- C. Currently, a well (the "Well") located on the Sulesvari Property is used to provide irrigation water to a pivot (the "Pivot") located on the Island Capitol Property, and the Pivot is used to irrigate the Sulesvari Property and the Island Capitol Property. Sulesvari owns the Well, and Island Capitol owns the pump (the "Pump") in the Well and the Pivot.
- D. The parties entered into that certain Well Agreement, dated July 6, 2015 (the "Well Agreement") relating to the Well, the Pivot, the Pump and related matters.
- E. The purpose of this Agreement is to memorialize the parties' decision to amend and correct the Well Agreement regarding water rights.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sulesvari's Rights and Duties.** So long as water from the Well is being supplied to the Pivot, Sulesvari shall have the right to require Island Capitol to irrigate the Sulesvari Property with the Pivot in a manner consistent with the irrigation needs of both properties. And, during such time, Sulesvari shall allow the Pump and all related utilities, pipes, fixtures, and other equipment to remain on, and Island Capitol shall have access to, the Sulesvari Property.
2. **Island Capitol's Rights and Duties.** So long as water from the Well is being supplied to the Pivot, Island Capitol shall have the right to use such water to irrigate the Island Capitol Property with the Pivot in a manner consistent with the irrigation needs of both properties. And, during such time, Island Capitol shall manage such irrigation, maintain the Pump and the Pivot, and pay the electrical bills.
3. **Term.** This Agreement shall remain in effect until such time as either party gives written notice to the other party that such party intends to terminate this Agreement ("Termination Notice"). Within six (6) months of a Termination Notice, Island Capitol shall

cease use of the Well, remove the Pump and adjust the Pivot so that it no longer irrigates the Sulesvari Property. Upon completion of such tasks, neither party shall have any further rights or duties to the other party. There shall be no obligation to remove pipe, bury lines, or to plug the Well.

4. **Water Right.** Sulesvari shall have a right to water forty (40) acres, pursuant to Water Right No. 65-13977 (the "Water Right"), and Sulesvari hereby acknowledges and agrees that it has no additional right or interest in the Water Right. The parties agree to cooperate, including executing any necessary documents and filings, to effect the intent of this Section 4.

5. **Successors and Assigns.** This Agreement shall be binding upon each party's successors and assigns. A purchaser of either property shall be bound by this Agreement, and shall assume all duties and benefit from all rights set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the date set forth above.

ISLAND CAPITOL, L.L.C.

By: 

Its Managing Member

SULESVARI, INC.

By: 

Its President

Exhibit A  
(Sulesvari Property)

RP16N03E038405



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C.L. "Butch" Otter  
Governor

Gary Spackman  
Director

January 26, 2018

OXARANGO RANCH LLC  
PO BOX 55  
EMMETT ID 83617-0055

RE: Assignment of Permit No(s): 65-13977

Dear Permit Holder(s):

The Department of Water Resources (Department) has received notice that you are the new owner of the above referenced Permit(s). The Department has modified its records and has enclosed a computer-generated report for you.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the Department. Notice of the change must be provided to the Department within 120 days of the change. Water right forms are available from any office of the Department, or at [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

If you have any questions concerning the enclosed information, please contact me at (208) 287-4945.

Sincerely,

A handwritten signature in blue ink that reads "Darla Block".

Darla Block  
Technical Records Specialist I

Enclosure(s)



1211 W Myrtle St, Plaza II Suite 100  
Boise, ID 83702

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JAN 11 2018

DEPARTMENT OF  
WATER RESOURCES

January 11, 2018

State of Idaho Department of Water Resources  
322 E. Front Street  
Boise, ID 83702

File No. 634741

Property Address: 00 Approximately 281.523 Acres in 2 parcels, Donnelly, ID 83615

Enclosed is our check for \$ 225.00 representing the fee for the Water Rights Transfer Fees for Property in Donnelly.

Sincerely,

Josh Stafford, Escrow Officer  
Ph: (208)373-3706  
Email: [jstafford@pioneertitleco.com](mailto:jstafford@pioneertitleco.com)